

ANNEX #1  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION AND  
CRAYOLA EDUCATION  
UNDER SPACE ACT UMBRELLA AGREEMENT  
NO. 36022, DATED \_\_\_\_\_ (ANNEX #1).

ARTICLE 1. PURPOSE

The first annex under this Umbrella will enable collaboration between NASA and Crayola Education on: 1) Crayola Creativity Week and 2) a series of NASA-themed digital experiences.

Crayola Education is launching Creativity Week in January 2023 and annually thereafter. Crayola Creativity Week is a free, global, weeklong program distributed by Crayola and third-party content distributors designed to nurture the creative mindset in children and increase creative confidence among teachers. Creativity Week includes in-school and at-home creative activities and concludes with a culminating celebration. Crayola Creativity Week 2023 will include space-themed STEAM content developed around NASA's missions and content. Crayola may collaborate with other third parties to create space-themed content that is not created under this Annex.

NASA and Crayola Education will also collaborate on up to six digital experiences which are designed to engage, inspire, and educate the public about space and NASA's missions. Crayola Education will develop, in collaboration with NASA teams and experts, a series of activations to engage the public in NASA mission content and related educational resources.

Activations developed under this Annex for Creativity Week and the digital experiences will collectively be referred to as the "Project." Project activations may be developed around spacesuit design, the launch of the Artemis Mission, and other themes. Digital experiences may include online events, stories, artist collaborations, and educational resources, among others.

Crayola is committed to diversity and inclusion. Crayola Education is focusing outreach efforts to educators who work with high-need students through direct contact with Title I schools and intentional communication providing program updates to organizations that serve diverse, underrepresented communities. Project activations developed under this Annex will be offered free of charge and made publicly available for use in classrooms, at home and in out of school time settings.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the Space Act, Other Transactions Authority (OTA), 51 U.S.C. § 20113(e).

## ARTICLE 2. RESPONSIBILITIES

A. NASA will use reasonable efforts to:

1. Support the Project by working with Crayola Education to identify and provide publicly available information and imagery on NASA technology and missions and publicly available STEM education lessons and resources ("NASA Materials").
2. Facilitate periodic informational exchanges between NASA and Crayola Education to provide opportunities for Crayola Education to interview NASA STEM Engagement, Communications and/or technical experts about NASA missions, technology, careers and experiences in STEM as needed and arranged by both Parties.
3. Review final Project designs, products, activities, and any promotional materials related to the Project at a point when changes can still be made to in order to facilitate technical accuracy and accurate treatment of NASA-related subject matter, and to ensure compliance with this Agreement.

B. Partner will use reasonable efforts to:

1. Design and develop the Project using the NASA Materials in accordance with NASA media usage guidelines (<https://www.nasa.gov/multimedia/guidelines/index.html>).
2. Participate in periodic informational exchanges with NASA STEM Engagement, Communications, and/or technical staff about NASA missions, technology, careers, and experiences in STEM to assist in Project development as needed and arranged by both Parties.
3. Provide to NASA for review final Project designs, products, activities, and any promotional materials related to the Project at a point when changes can still be made to in order to facilitate accuracy and fidelity to NASA missions and content, and to ensure compliance with this Agreement. Materials created by third-party participants in a Project are not subject to prior review under this Section or Section 12 (b) of the Umbrella Agreement.
4. Disseminate Project materials at no cost via Crayola Education distribution channels.
5. Provide metrics and data to NASA for use in internal NASA analytics describing Project reach and impact.

### ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in the "Responsibilities" Article are as follows:

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| Initial informational exchange between NASA and Crayola Education  | Within 6 weeks of signature                                  |
| Status meetings  | As agreed upon by both Parties                               |
| Creativity Week and/or digital experiences product designs, activities, and any promotional materials created under this Annex provided to NASA for review         | As agreed upon by both Parties                               |
| Student Art Challenge connected to NASA Artemis mission during Creativity Week, which would encourage user-generated content (student artwork) to be shared online | As agreed upon by both Parties                               |
| Crayola Education to provide metrics and data (such as participation numbers, impressions/reach, video views) to NASA  | Within 3 months after the conclusion of Creativity Week 2023 |

### ARTICLE 4. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

### ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one year.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.

1. Background Data:

The Disclosing Party's Background Data, if any, will be identified in a separate technical document.

2. Third Party Proprietary Data:

The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.

3. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.

4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement: None

ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 7. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 8. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Management Points of Contact

NASA

Rob LaSalvia  
STEM Engagement Partnership Manager  
Mail Stop: Office of STEM Engagement  
300 E Street SW  
Washington, DC 20546  
Phone: 216-433-8981  
Robert.F.LaSalvia@nasa.gov

Crayola Education

Kailee Baylor  
Education Marketing Manager  
1100 Church Lane  
Easton, PA 18042-5999  
Phone: 484-426-7786  
kbaylor@crayola.com

## ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

## ARTICLE 10. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

NASA

CRAYOLA EDUCATION

BY: \_\_\_\_\_  
Michael Kincaid  
Associate Administrator  
Office of STEM Education

BY: \_\_\_\_\_  
Cheri Sterman  
Director, Education

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_